

200710975

(CLERK'S OFFICE USE ONLY)*

FAIRFAX COUNTY

CIVIL INTAKE

Circuit Court

FIA CARD SERVICES, N.A.

2007 SEP 18 MORTGAGE CORPORATION

PLAINTIFF(S)

v./In re:

J. T. FREY

CLERK'S OFFICE

T&B DEVELOPMENT COMPANY, LLC

FAIRFAX, VA

DEFENDANT(S)

I, the undersigned [] plaintiff [x] attorney for plaintiff hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

- | | | |
|--|--|--|
| <input type="checkbox"/> Accounting | <input type="checkbox"/> Construe Will | <input type="checkbox"/> Landlord/Tenant |
| <input type="checkbox"/> Administrative Appeal | <input type="checkbox"/> Contract Action | <input type="checkbox"/> Mechanics Lien |
| <input type="checkbox"/> Adoption | <input type="checkbox"/> Contract Specific | <input type="checkbox"/> Medical Malpractice |
| <input type="checkbox"/> Adoption - Foreign | <input type="checkbox"/> Performance | <input type="checkbox"/> Motor Vehicle Tort |
| <input type="checkbox"/> Adult Protection | <input type="checkbox"/> Correct/Erroneous State/Local | <input type="checkbox"/> Name Change |
| <input type="checkbox"/> Aid and Guidance | <input type="checkbox"/> Taxes | <input type="checkbox"/> Order to Sever |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Counterclaim | <input type="checkbox"/> Partition |
| <input type="checkbox"/> Annulment | <input type="checkbox"/> Cross Claim | <input type="checkbox"/> Petition |
| <input type="checkbox"/> Appeal Decision of ABC Board | <input type="checkbox"/> Custody/Visitation/Support/ | <input type="checkbox"/> Product Liability |
| <input type="checkbox"/> Appeal Decision of Board of Zoning | <input type="checkbox"/> Equitable Distribution | <input type="checkbox"/> Quiet Title |
| <input type="checkbox"/> Appeal Decision of Comp Board | <input type="checkbox"/> Declaratory Judgment | <input type="checkbox"/> Referendum Elections |
| <input type="checkbox"/> Appeal Decision of Employment Commission | <input type="checkbox"/> Declare Death | <input type="checkbox"/> Reformation of Trust |
| <input type="checkbox"/> Appeal Decision of Local Government | <input type="checkbox"/> Delinquent Taxes | <input type="checkbox"/> Reinstate of Driving Privileges |
| <input type="checkbox"/> Appeal Decision of Marine Resources Commission | <input type="checkbox"/> Detinue | <input type="checkbox"/> Reinstate (General) |
| <input type="checkbox"/> Appeal Decision of Voter Registration | <input type="checkbox"/> Divorce | <input type="checkbox"/> Removal |
| <input type="checkbox"/> Appointment of Church Trustee, Substitute Fiduciaries | <input type="checkbox"/> Ejectment | <input type="checkbox"/> Separate Maintenance |
| <input type="checkbox"/> Approval of Right to be Eligible to Vote | <input type="checkbox"/> Encumber/Sell Real Estate | <input type="checkbox"/> Standby Guardian/ Conservator |
| <input type="checkbox"/> Asbestos Litigation | <input type="checkbox"/> Enforce Vendor's Lien | <input type="checkbox"/> Termination of Mineral Rights |
| <input type="checkbox"/> Attachment | <input type="checkbox"/> Escheat | <input type="checkbox"/> Unlawful Detainer |
| <input type="checkbox"/> Bond Forfeiture Appeal | <input type="checkbox"/> Establish Boundaries | <input type="checkbox"/> Vehicle Confiscation |
| <input type="checkbox"/> Child Abuse and Neglect - Unfounded Complaint | <input type="checkbox"/> Expunge | <input type="checkbox"/> Will Contested |
| <input type="checkbox"/> Civil Contempt | <input type="checkbox"/> Forfeiture of U.S. Currency | <input type="checkbox"/> Writ of Certiorari |
| <input type="checkbox"/> Claim Impleading Third Party Defendant | <input type="checkbox"/> Freedom of Information | <input type="checkbox"/> Writ of Habeas Corpus |
| <input type="checkbox"/> Complaint - (Miscellaneous) | <input type="checkbox"/> Garnishment | <input type="checkbox"/> Writ of Mandamus |
| <input type="checkbox"/> Compromise Settlement | <input type="checkbox"/> General Tort Liability (other than motor vehicle) | <input type="checkbox"/> Writ of Prohibition |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Grievance Procedures | <input type="checkbox"/> Writ of Quo Warranto |
| <input type="checkbox"/> Confessed Judgment | <input type="checkbox"/> Guardian/Conservator | <input type="checkbox"/> Wrongful Death |
| <input type="checkbox"/> Conservator of Peace | <input type="checkbox"/> Appointment | <input checked="" type="checkbox"/> Other Fraudulent Transfer of Prop. |
| | <input type="checkbox"/> Impress/Declare a Trust | |
| | <input type="checkbox"/> Injunction | |
| | <input type="checkbox"/> Interdiction | |
| | <input type="checkbox"/> Interrogatory | |
| | <input type="checkbox"/> Intentional Tort | |
| | <input type="checkbox"/> Judgment Lien-Bill to Enforce | |
| | <input type="checkbox"/> Judicial Review | |

[x] Damages in the amount of \$ 490,000.00 are claimed.

August 28, 2007

DATE

Brian F. Kenney
[] PLAINTIFF

[] DEFENDANT

[*] ATTORNEY FOR [*] PLAINTIFF

[] DEFENDANT

tables

EXHIBIT

A

Miles & Stockbridge, P.C., by Brian F. Kenney

PRINT NAME

1751 Pinnacle Dr., Ste. 500; McLean, VA 22102

703-610-8664

ADDRESS /TELEPHONE NUMBER OF SIGNATOR

* See reverse side for Civil Action Type Codes
- for Clerk's Office Use Only

VIRGINIA:

FILED
CIVIL INTAKE

IN THE CIRCUIT COURT OF FAIRFAX COUNTY PM 2:25

FIA CARD SERVICES, N.A.,
Plaintiff,

JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

v.

T&B MORTGAGE CORPORATION,
Serve: Registered Agent
Jin K. Chang
12015 Lee Jackson Highway, #540
Fairfax, Virginia 22033

Civil No. 2007 10975

and

T&B DEVELOPMENT COMPANY, LLC
Serve: Registered Agent
Business Filings Incorporated
4701 Cox Road, Suite 301
Glen Allen, Virginia 23060-6802

Defendants.

*

COMPLAINT

Plaintiff, FIA Card Services, N.A., as successor to Bank of America, N.A.(USA), by counsel, hereby sets forth its Complaint against the above-named Defendants, as follows:

Parties

1. FIA Card Services, N.A., as successor to Bank of America, N.A. ("the Bank") is a nationally chartered banking association, with its offices in the State of Delaware.
2. Defendant T&B Mortgage Corporation ("T&B Mortgage") is a Virginia corporation, with its principal place of business located in Fairfax County, Virginia.

3. Defendant T&B Development Company, LLC, ("T&B Development") is a Virginia limited liability company, with its principal place of business located in Fairfax County, Virginia.

Supporting Facts

4. In or about December 6, 2005, for good and valuable consideration, T&B Mortgage entered into a Commercial Card Application and Bank of America Commercial Card Account Agreement ("the Credit Agreement"). A copy of the Credit Agreement is attached as Exhibit A.

5. Pursuant to the terms of the Credit Agreement, on May 23, 2006, drew \$490,000 in credit advances from the Bank. A copy of the Commercial Card Statement dated June 4, 2006, is attached hereto as Exhibit B.

6. On the same day, May 23, 2006, T&B Mortgage purchased a Cashier's Check in the amount of \$490,000 with the cash advances taken under the Credit Agreement. A copy of the Cashier's Check is attached hereto as Exhibit C.

7. T&B Mortgage delivered the Cashier's Check to a settlement agent, for the purchase of the below-described Property by T&B Development. The below described Property was acquired by T&B Development by Deed dated May 23, 2006, and recorded in the land records of Hampshire County, West Virginia, Book 455, Page 388, on May 24, 2006. A copy of the HUD-1 Settlement Statement is attached hereto as Exhibit D. A copy of the Deed is attached hereto as Exhibit E.

8. The Property is described as follows:

Beginning at a planted stone on the East side of Grassy Lick Road, thence with the several meanders of said road S. 37 W. 15 poles S. 58 ½ W. 18 poles, S. 39 W. 16 poles S. 8 W. 12 poles S. 37 W. 7.5 poles, S. 20 W. 15.6 poles, S. 37 ½ W. 13.2 poles, S.

46 ¾ W. 9.2 poles, S. 4 ½ W. 11.4 poles to a stone by a large post on the East side of said road, corner to Roy Haines and Jesse H. Shanholtz; thence with Haines' line S. 76 E. 98 poles to a stone; thence N. 40 1/4 E. 38.7 poles to a stone pile near a marked white oak, thence S. 69 ¾ E. 80 poles to a stone; thence S. 41 E. 78 poles to 4 chestnut oaks on top of Stony Mountain, thence N. 65 E. 23 ½ poles to a stone pile by 2 chestnut oaks, thence N. 24 E. 98 poles to a stone corner to Alberta R. Bowman, thence with her line N. 83 ½ W. 248 poles to the beginning, containing 150 acres, more or less."

LESS, HOWEVER, that certain outconveyance of 5.241 acres, more or less, situate in Sherman District, Hampshire County West Virginia, which was conveyed by Lawrence W. Bean and Criselta Bean, his wife, unto Eddy L. Bean, by deed dated November 5, 1984, and which said deed is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 273, at page 584. Said Deed is by reference made a part hereof for a more particular description of said outconveyance and for all pertinent and proper reasons.

THUS LEAVING for purposes of this conveyance 144.759 acres, more or less, according to the 2005 Hampshire County Land Books, and this conveyance is made in gross and not by the acre.

9. T&B Mortgage is in default under its Credit Agreement with the Bank.

The Bank has made demand on T&B Mortgage for all sums due to it under the Credit Agreement.

Count I
(Va. Code §§ 55-80 and 82)

10. The Plaintiff incorporates all of the above allegations in this Count I.
11. The acquisition of the Property in the name of T&B Development was a transfer avoidable under Va. Code Sections 55-80 and 82, in that it was a transfer with the intent to hinder, defraud or delay the creditors of T&B Mortgage.

12. Specifically (but without limiting the generality of the foregoing, upon information and belief:

- T&B Mortgage is wholly owned by Jeannie Chang. T&B Development is wholly owned by her brother, Jin K. Chang.
- The acquisition of the Property in the name of T&B Development was an arms length transaction, and was not made on ordinary business terms.
- The acquisition of the Property in the name of T&B Development was not documented as a loan from T&B Development to T&B Mortgage.
- The acquisition of the Property in the name of T&B Development was done at a time when T&B Mortgage did not have the ability to repay the \$490,000 in cash advances, and therefore, was insolvent at the time of the transfer and acquisition of the Property.

13. For the foregoing reasons, the acquisition of the Property in the name of T&B Development was a transfer avoidable under Va. Code §§ 55-80 and 82. Further, the Plaintiff is entitled to its attorney's fees and costs herein, pursuant to Va. Code § 55-82.

COUNT II
(Va. Code §§ 55-81 and 82)

14. The Plaintiff hereby incorporates in this Count II all of the above allegations.

15. The acquisition of the Property in the name of T&B Development was without valuable consideration. It was made at a time when the transferor, T&B Mortgage, was insolvent, or was rendered insolvent by the transfer. It was made at a time when the Bank was a creditor of the transferor, T&B Mortgage.

16. Accordingly, the acquisition of the Property in the name of T&B Development was a transfer avoidable under Va. Code §§ 55-81 and 82. Further, the Plaintiff is entitled to its attorneys fees and costs, pursuant to Va. Code § 55-82.

WHEREFORE, the Plaintiff prays for the following relief:

- A. That the Court avoid the acquisition of the Property in the name of T&B Development, pursuant to Count I and Va. Code § 55-80;
- B. That the Court avoid the acquisition of the Property in the name of T&B Development, pursuant to Count II and Va. Code § 55-81;
- C. That the Court award the Plaintiff its attorney's fees and costs pursuant to Va. Code § 55-82; and
- D. That the Court grant such other and further relief as may be appropriate in this case.

Respectfully submitted,

FIA Card Services, N.A., as
successor in interest to
Bank of America, N.A.
Plaintiff, by counsel

MILES & STOCKBRIDGE P.C.
1751 Pinnacle Drive, Suite 500
McLean, VA 22102
Tel: (703) 610-8664
Fax: (703) 610-8686
bkenney@milesstockbridge.com

By: Brian F. Kenney
Brian F. Kenney (VSB #23199)
Counsel for FIA Card Services, N.A.,
As Successor in Interest to Bank of America, N.A.

Bank of America Commercial Card Application
Featuring Visa Extras



1) Legal Name of Company: T & B Mortgage Corp.

2) DBA Company Name: T & B Mortgage Enterprises
(This is the name that will be embossed on the card; maximum 23 spaces.)

3) Legal Address Line 1 (maximum 23 spaces): 2812 Old Lee Hwy #300

4) Legal Address Line 2 (maximum 23 spaces):

5) Legal City, State, ZIP Code: Fairfax, VA 22031

6) Company Tax ID#: 54-2024497 Annual Revenues: \$ 5 mil.

No. of Employees: 150 Yrs. in Business: 7 SIC: _____ NAIC: _____ (if known)

7) Type of Organization:

C-Corp: <input checked="" type="checkbox"/>	S-Corp: <input type="checkbox"/>	Limited Liability Partnership: <input type="checkbox"/>
Partnership: <input type="checkbox"/>	Sole Proprietorship: <input type="checkbox"/>	Government/Municipality: <input type="checkbox"/>
Not for Profit: <input type="checkbox"/>	United/Limited Liability Company: <input type="checkbox"/>	Other: _____

8) Name of Company Card Program Administrator (day-to-day contact): Jeanne Chang

9) Program Administrator's Phone and Fax #: 703-720-5403 / 703-573-3873

10) Program Administrator's E-mail Address (required): Jeanne@tblmortgage.com

11) Program Administrator's Company Address: 2812 Old Lee Hwy Ste E00
(recorded as company's statement delivery address)
Fairfax, VA 22031

Your Program Administrator will be our contact by Visa Information Source (VIS) and account owner for company level Visa Extras program. Your Program Administrator will be contacted by our Implementation Team to begin cardholder setup. Cardholder setup forms and instructions will be forwarded via e-mail after the application is processed by Bank of America. You may contact Implementation by calling 2000-822-8305.

12) Does your company elect the Internet Reporting option? Yes Yes, plus Workflow No
(Microsoft or Netscape Web browser required.) If no, do you want monthly paper reports? Yes No

13) Do you wish to take advantage of our "Best Practice" company bill recommendation where all transactions will be billed to one account? Yes No

If no, then all cardholder accounts are set up for individual bill and any reporting fees will be charged to a company bill.

14) Billing Cycle (the day the company's monthly statement is generated - choices between 4 and 27): 4th day of each month

15) Choose a Payment Method:

ACH Debit (specify DDA and TR#)

ACH Credit*

DDA#: _____

Transit/routing#: _____

*ACH Credit- Contact Client Level Support for formating instructions @ 1-800-522-5885.

16) What is your company's annual procurement spend target for the card program?
(Required to calculate credit line of company) \$ 1500,000

17) What is your company's annual travel and entertainment spend target for the card program?
(Required to calculate credit line of company) \$ 500,000

18) Does your company wish to participate in Visa Extras? Yes No

19) Do your Executives wish to have Gold Executive cards (10 max.)? Yes No

20) Do you wish to add your company's logo on the cards? Yes No

* By signing this agreement, Applicant acknowledges that he/she has received, read and agrees to the Bank of America Visa Extras General Terms and Conditions. Your rewards option is determined by the billing option (line 13 above). Company Bill clients receive company level rewards (all reward points applied to one account). Individual Bill clients receive individual rewards (reward points applied to each card holder's account).

Bank of America



Agreement to the Terms and Conditions

I, Applicant, as a representative of Company, do hereby certify that I am a United States Citizen or member state citizen. The card named above (the "Account"), by signature of its authorized representative below, on behalf of Applicant, the Bank of America, N.A. (USA) ("Bank"), to conduct in the name of Applicant, said account ("Account") for purchases, travel, and/or hotel and entertainment expenses, represents a commercial issuer of the Bank's Commercial Card Account Agreement ("Commercial Card Agreement"). I, the Applicant, do hereby further acknowledge that it has read and agrees to the terms of this application and the Commercial Card Agreement, including that with certain exceptions, claims related to the Account will be determined by the issuing institution. My signature is the duly authorized representative of Applicant to attest that Applicant is a valid business entity. That each person signing below is authorized to review this application on behalf of the Applicant and to bind the Applicant to the terms of this Application and the Commercial Card Agreement, and certifies that the information provided in this application is true, accurate and complete.

This application is subject to the Bank's credit approval.

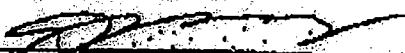
Applicant grants to Bank of America, N.A. (USA) a continuing, irrevocable, security interest in, and a power of sale and pledge to Bank of America, N.A. (USA), all personal property or substantially associated with Bank of America, N.A. (USA) or any of the Bank of America entities and subsidiaries, including without limitation, Bank of America, N.A. (USA) and bank of the subsidiary and consolidations for (1) charges or debts of any kind, however arising, under this Commercial Card Agreement and not paid as required upon my and all such deposit and (2) non-subsidiary shares of which payments to other Bank of America, N.A. (USA) the security interest and similar rights provided above.

By signature of its authorized representative(s) below, Company agrees to the terms and conditions as above.

Jin K. Chana

Name of Applicant

By:



Title:

PRESIDENT

Date:

12/10/05

Name of Applicant:

By:

Title:

Date:

For fee and term information, refer to the Commercial Card Account Agreement which governs this application. If you require assistance in filling out this application or have any questions, please contact your Bank of America Commercial Banking Representative or call 1-800-822-5985 and select the Team Servicing option.

RANK USE ONLY (please print):

Please provide special comments concerning the booking of this client.

Sales Officer Name:

Sales Officer Phone: ()

Sales Referral Name:

Sales Referral Phone: ()

Date Application Received From Client: 1/1/06

Bank of America Card Conversion?

Credit Line Request

To calculate: (Line 24 + Line 37) x .25 or if BNP charge (Line 24 + Line 37/12) x .25

GCR _____ Growth Strategies

Note: New Bank clients require corporate resolution, two full years' financial statements and current bank/credit financial statements.

WAIVER PROGRAM: Depending on whether the Account is a Visa account or a MasterCard account, the Account will be subject to either the Visa Liability Waiver Program or the MasterCoverage® Liability Protection Program. This coverage is designed to protect financial institutions and companies from employee misuse of the Account resulting in unauthorized Transactions. Bank of America will waive Company's liability for waiveable charges up to the limit of coverage as provided in the liability waiver program ("Waiver Program") upon notice by the Waiver Program Underwriters that the Transaction at issue qualifies as a waiveable charge. This waiver will be according to the terms and subject to the exclusions of the Waiver Program as established from time to time by the Waiver Program Underwriters, including without limitation, the condition that Company meets all of its obligations under the Waiver Program which may change from time to time. Current terms of the Waiver Program as set forth in the brochure which Bank of America will provide to Company are incorporated in this Agreement by reference. The Waiver Program may be terminated by Bank of America or the Waiver Program Underwriters, effective immediately upon notice to Company.

UP TO \$500,000 TRAVEL ACCIDENT INSURANCE: This coverage will offer up to \$500,000 in automatic common carrier travel, accidental death and dismemberment insurance when employees charge fullfare tickets for land, sea, or air public transportation on their Cards.

BANK OF AMERICA VISA EXTRAS: There is a separate Terms and Conditions document for this program. You should obtain a copy from your Bank of America Sales Officer and review it in its entirety.

Bank of America



BANK OF AMERICA COMMERCIAL CARD ACCOUNT AGREEMENT

THIS COMMERCIAL CARD ACCOUNT AGREEMENT ("Agreement") governs Commercial Card Accounts and becomes effective upon Bank of America, N.J. ("USA")'s first written approval of the Company's application for a Commercial Card Account. "Company" is the Agreement unless the business organization which executed the application requesting a Commercial Card Account. By executing, signing or using my Device or Account, Company agrees to be bound by this Agreement.

1. DEFINITIONS. "Account" means both MasterCard® or Visa® account, including a Corporate Account, which the Bank has issued to Company or to a Cardholder pursuant to this Agreement, with the features and benefits described in Section 2 below. Each reference in this Agreement to "the Account" will mean Company's Account, a Commercial Card Account or a Corporate Card Account for which the primary source for my Account, which is not a Commercial Account, "Card Administrator," means the individual or individuals authorized by Company to act on behalf of Company and its employees and/or agents in connection with the Bank and such other corporation to manage the Account. "Cardholder" means an employee or agent of Company or its employees and/or agents who has been authorized by Company to receive an Account or a Device or to make a Purchase or Deposit Account. "Card or Account" means an Account for which the Bank charges only my Account number but provides no Card or Correspondence check. "Correspondence Check" means such checks that the Bank is to ascertain prior to Company's use of the Account. "Device" means a device used as a Card, Account number or, where applicable, a Correspondence Check which the Bank provides under this Agreement to use or make transfers or other charges on an Account. "Transaction" means a payment or reservation of payment or increase or decrease of a cash advance made or processed by use of a Device or an Account. "Unauthorized Use" means use of an Account or a Device by a person; (i) who is not a Cardholder of an employee or agent of Company; (ii) who does not have actual, implied or apparent authority to use the Account; and (iii) whose use does not result in a direct or indirect benefit for Company.

2. ACCOUNT TYPE. Company shall designate with respect to each Card whether it will have travel and entertainment, purchasing, cash advance and/or fleet resources.

3. USE OF ACCOUNT AND DEVICES. (a) If an Account has the travel and entertainment feature, the Account is for Transactions in connection with travel and entertainment services. If an Account has the purchasing feature, the Account is for Transactions in connection with the procurement of goods and services material to Company's business or business activities. If an Account has the cash advance, the Account is for Transactions to obtain cash and other cash-related products and services. (b) Company shall use the Account for Business Use and Company will pay for Transactions and fees which the Bank applies to the Account or Device. (c) If the Bank provides Correspondence Checks and pays its amount to the Account regardless of any restriction on payment, including without limitation, a Correspondence Check which is postdated, then (i) it is valid for payment at any time up to a certain minimum amount for which it may be written, (ii) the bank may, at the request of Company, establish a Correspondence Account for Company's business to terminate the Account or Card Use, including, where applicable, use of Correspondence Checks, Card Number or Signature, as applicable, will help the Bank and will destroy the Device issued or provided to the Cardholder. If this Agreement terminates, Company will not thereafter be continuing all Devices for the Account. (d) Transaction may require the merchant, supplier or financial institution to seek prior authorization from the bank before accepting the Transaction. If Company approves the card, the card will be denied for merchant transactions at those merchants having signed up to the (e) categories designated to the bank, the bank will not be responsible when to provide authorization of individual types of Transactions. However, the bank will not be liable to Company if merchants, suppliers or financial institutions nonmembers accept a card on the Account or the Transaction type and (f) the bank, in its sole discretion, may not accept a card or a transaction if authorization is not given.

4. CHARGE LIMIT. Company will be given one total charge limit for all Company Accounts ("Aggregate Charge Limit"). Each Card will have its own charge limit ("Card Limit") in the same increments of \$100.00-\$1,000.00. Company can increase the Aggregate Charge Limit or any Card Limit. Company will not issue additional Cards to the bank which would cause the aggregate credit balance to exceed the Aggregate Charge Limit. If Company exceeds the Aggregate Charge Limit, or a Cardholder exceeds the Card Limit, the excess will be deemed immediately due and payable by Company at the option of the bank. If the Aggregate Charge Limit or a Card Limit is exceeded, or if an Account payment is late, the Bank will have the right not to allow any further Transactions and the Account is Arrears current and the unpaid balance is within the Aggregate Charge Limit.

5. COMPANY LIABILITY/SECURITY INTEREST. Company will pay Bank of America for all Transactions, regardless of the day for which a Transaction is made, and for Advances, fees and expenses described below. However, if there are fewer than 20 Cards issued for the Account, Company's liability for Unauthorized Use will not exceed \$500.00 per Card. Company's responsibility for Card and Account usage will continue until the later of (1) Company's failure to return the Card or the Account plus a reasonable time to process such information and (2) payment for Transactions made before the Card leaves the Card or the Account to future use. Company does not have a right of Bank of America, N.J. (USA) a security interest and contractual right of offset in and to all deposit accounts, now or subsequently maintained by the Company, in any bank of America, N.J. or its branches and subsidiaries. The Company, by its execution of this Agreement or use of a Device, agrees that Bank of America is given full power and authority to exercise all rights and remedies available to it under this Agreement, the deposit of funds in any such deposit account in trust, all liabilities incurred hereunder, without the further consent of the Company. The Company's execution of this Agreement or use of a Device shall constitute an acknowledgment for the purposes of establishing control of such deposit accounts under the Uniform Commercial Code.

6. BILLING STATEMENTS. The Bank will provide a monthly billing statement ("Billing Statement") to the Card Administrator or to such other Company individuals or agents as Company designates in writing. Each Billing Statement will identify each Transaction posted during the billing cycle, dated in the Billing Statement and the date of each Transaction. The Billing Statement will also list any fees and charges when applicable. Where Company has elected Individual Billing for travel and entertainment Transactions, Bank will provide the monthly Billing Statement concerning the use of the relevant individual Card to the Cardholder. A Cardholder's address for receipt of a Billing Statement will be the address provided by Company or Cardholder to Bank and accepted by Bank.

7. PAYMENTS. Company will pay the Bank the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on that Billing Statement. If Company does not make payment in full by the Payment Due Date, in addition to its other rights under this Agreement, the Bank, at its option, may assess a late fee and finance charge in accordance with this Agreement. There is no right to defer any payment due on an Account.

8. ACCOUNT FEES.

A. Annual Fee. No annual fee shall apply to the Accounts for the first twelve billing cycles from the date the first Account is established hereunder. Thereafter, the annual fee will be charged to each Account on the Annual Fee Billing Date. The "Annual Fee Billing Date" shall be, initially, a Bank holiday and one during the thirteenth billing cycle of the first Account established hereunder and thereafter, each successive six-month anniversary of such date. For Account so established after the Annual Fee Billing Date, the initial annual fee shall be a prorated amount and shall be charged to the Account during the first billing cycle. The amount of the annual fee will range from \$0 to \$25.00 and be subject to change each year, depending on Company's Actual Net Transaction Volume, "Actual Net Transaction Volume" means the total dollar amount of purchases charged to all Accounts less advances for the twelve complete billing cycles immediately preceding the respective Annual Fee Billing Date. If the Actual Net Transaction Volume is \$20,000.00 or greater, the annual fee will be \$0; if it is less than \$20,000.00, the annual fee will be \$25.00. Cash Advances are not included in Actual Net Transaction Volume.

B. Card Account Fees. A reporting fee will be charged to one of Company's Accounts each month, the amount of which is as follows: Visa Information Service (Information reporting \$25.00); Visa Information Source with Electronic Report (monthly module \$25.00); PVS Net Internet, based on \$25.00; Domestic paper reporting \$25.00. A fee of \$5.00 will be charged for each book of ten Commerce Checks. An overlimit fee of \$20.00 for Individual Credit Accounts and \$25.00 for commercial Accounts will be charged if, at any time, during a billing cycle, an Account Credit Limit is exceeded. A returned payment fee of \$20.00 will be charged for any payment on an Account that is returned to the bank unpaid. A copy charge of \$2.00 will be charged for any record reprinted on an Account. An overnight bank delivery fee of \$20.00 will be charged whenever a expedited Card delivery is requested. A late payment fee of \$5.00 for Individual Credit Accounts and \$25.00 for generally-billed Accounts will be charged if the bank does not receive payment of the entire balance by the respective Payment Due Date. A customs freight and port fee of \$250.00 will be charged for each \$1000.00. A fee of \$250.00 will be charged for each custom Card logo. A fee of \$2,500.00 will be charged for each custom interface.

9. FINANCE CHARGES.

A. Finance Charge On Past Due Balance. In the event Company fails to pay the total amount shown as due on a Billing Statement by the Payment Due Date shown on that Billing Statement, the amount unpaid shall be subject to a finance charge starting on the first day of the next billing cycle. To calculate the finance charges for a Billing Cycle, the daily periodic rate is multiplied by the average daily balance, and that product is multiplied by the number of days in the billing cycle. The daily periodic rate is the annual percentage rate divided by 365. The annual percentage rate is the prime rate published in the Money Rates section of The Wall Street Journal in effect on the first day of each calendar Month (the "Prime Rate") plus six (6) percentage points. The average daily balance is the sum of the daily past due balances (including, for each day, finance charges from previous day) less previous months to the just due balance, divided by the number of days in the billing cycle.

B. Cash Advance Fee Finance Charge. 3% of the cash advanced with a \$2.00 minimum.

C. Correspondence Check Finance Charge. 3% of amount of transaction with a \$2.00 minimum.

D. Card Administration Fee. Company will identify one or more Card Adminstrator(s) who will be the Bank's primary contact for such things as authorizations of Cardholders to receive my Device and receipt of correspondence regarding the Account or the Agreement, finance charges or fees due on this Agreement. Only a Card Adminstrator of Company's choice or accounting officer or employee with actual, implied or apparent authority may add, change or eliminate a Card Adminstrator by giving the Bank written notice.

E. Loss or Stolen Cards. In the event of possible loss or theft of a Card, Correspondence Check (where applicable) or Account or Unauthorized Use, Company agrees to notify Bank by phone at 2000-800-8004, or write to Commercial Card Services, Bank of America, P.O. Box 63101, Phoenix, Arizona 85072-3101. Company agrees to give Bank notice in determining the facts and circumstances relating to any loss or theft of Unauthorised Use of the Card or Unauthorized Use. Company agrees to include, where requested by Bank of America, information from the Cardholder on account statement or proof of loss. One or both has issued Account access devices such accounts authorized unless and until Bank receives written notice that the Cardholder is no longer authorized to use the account access devices.

3.2 MERCHANT/SUPPLIER CLAIMS AND DISPUTES. The Bank will have no liability for goods or services purchased by use of the Account or any Card. Company will replace any merchandise or services it receives from a merchant or supplier any claim or dispute arising from a Transaction and which may arise between the Bank or any merchant or supplier and Company will resolve (and require the affected Cardholder to resolve to the Bank) its rights to assert a claim, however, against the merchant or supplier. Company will not require the Cardholder to do whatever is necessary to enable the Bank to exercise those rights. The Bank is at liberty from time to time to make any change relating to the Account.

3.3 FOREIGN TRANSACTIONS. MasterCard or Visa will convert to U.S. dollars any charge made in a currency other than U.S. dollars. The conversion rate will be determined by the MasterCard or Visa organization or its代理人. The conversion rate may differ from the rate in the case of the payment card, credit card, debit card and Visa uses a currency conversion rate of 100% (1.00) to convert the transaction, or 100% plus interbank rates, multiplied by an adjustment factor determined by the Bank and Visa or MasterCard. In addition, the Bank will not in effect one day before the settlement date and MasterCard uses a rate for the previous 30 days. The adjustment factor which is subject to the maximum rate is currently 2.5% of the U.S. dollar amount, of which the Bank receives 2.0% and Visa or MasterCard receives the remainder. The Bank will add to the Account the converted U.S. dollar amount determined by MasterCard or Visa as described above.

3.4 REPRESENTATIONS AND WARRANTIES. Company represents and warrants to the Bank that: (i) in each state in which it conducts its business, it is properly licensed, in good standing, and in compliance with all relevant trade regulations; (ii) all financial information that it has supplied to the Bank is true, accurate, up-to-date and complete; (iii) it complies with all laws and regulations that apply; (iv) there is no unusual, tax claim or other dispute pending or threatened against it which, if successful, would impair Company's financial condition or ability to repay the Bank under this Agreement; (v) there is no event which constitutes, or with notice or lapse of time, or both would constitute, a default on its obligations under this Agreement; and (vi) each person which signed the application for Company was and is duly authorized by it to bind the party to the terms and conditions of this Agreement.

3.5 PERIODIC REVIEW OF COMPANY. During the term of this Agreement, whenever the Bank receives information from Company for the purpose of reviewing Company's creditworthiness, Company will furnish the information promptly. The Bank and its agents and employees shall not disclose such information to any third party, except to the Chief Financial Officer, the mailing address or the phone number of Company. Company will also notify the Bank of an change of mailing address or phone number of one of its Cardholders.

3.6 SUSPENSION; TERMINATION; ACCELERATION.

(a) Either party may terminate this Agreement, without cause, by written notice to the other party.
(b) In addition to its other rights, should any of the following events occur, the Bank may, at its option, immediately without notice to Company, suspend its obligations hereunder on termination of this Agreement, and in other such event, all amounts outstanding will become immediately due and payable: (i) declaration of bankruptcy, insolvency, liquidation or receivership of Company. The use of Cards or the Account will be considered the creation of a general accommodation debt for the bankruptcy code. On failure or default of Company to pay or perform, or if agreed under this Agreement, any other agreement relating to this Agreement or any other agreement Company has with the Bank, or any affiliate of Bank, or payment by payment by attachment, garnishment, or any proceedings against Company, none is not paid, or is not paid within 20 days of the occurrence of such event; (ii) bankruptcy or insolvency of any creditor of Company; (iii) the Bank's receipt of false or misleading information or representations from Company; (iv) death of any partner; if Company is a sole proprietor or limited liability company; (v) appointment of a receiver or trustee for Company or Company's assets; (vi) bankruptcy or insolvency of Company; (vii) conviction of any officer, director, manager or employee of Company of any crime; (viii) termination of any contract under this Agreement in connection with the occurrence of any event which renders the Company insolvent; (ix) the initiation of a material, non-cancellable change in Company's ownership, properties or prospects or ability to repay transactions; or (x) Company's failure to meet the credit criteria used by the Bank to approve Company's application for this Agreement; or (xi) Company's failure to meet the credit criteria used by the Bank to approve Company's application for this Agreement.

(c) Upon termination of this Agreement, Company will immediately destroy, or instruct Cardholders to destroy, all Domestic Transactions will not release Company of liability for any charge or other obligation under this Agreement. ATM terminations, this Agreement (except the right to use the facility for Domestic Transactions) will remain in force until a Transaction and Company's other obligations under this Agreement are paid and satisfied. In all cases that require certain elements to Section 18 U.S.C. section 1962(h), amounts outstanding will become immediately due and payable. After termination, Company and Cardholders are not liable for new Transactions on the Account. However, if new Transactions are made notwithstanding the above, Company will be liable until they are paid in full.

3.7 VISA EXTRAS. Company's participation in Visa Extras shall be subject to the Visa Extras General Terms and Conditions, a copy of which is enclosed with the Counteroffer Card/Account Agreement. Company and Cardholders receipt of the Visa Extras General Terms and Conditions and will receive a copy of the Visa Extras General Terms and Conditions. Payment of a fee by Company or Cardholders who choose to participate in Visa Extras. Bank of America and Visa does not have the right to amend or terminate the Visa Extras program or Company's participation in the Visa Extras Program, at any time without prior notice. Bank of America is a Visa Visa Extras member and retains the right to add, eliminate or modify, or provide reward or the points and reward structure of the Visa Extras Program at any time. A non-refundable annual fee will be assessed for participation in the Visa Extras Program, or not any points are earned. The annual participation fee will be charged to each Account within the month in which the Account is opened and annually thereafter. Refer to the Visa Extras General Terms and Conditions for the amount of the fee. The Visa Extras General Terms and Conditions are not amended herein by reference.

3.8 GOVERNING LAW. This Agreement is made in Arizona. This Agreement and the Account, as well as the Bank's rights and duties regarding this Agreement and the Account, will be governed by the law respecting national banking associations and, to the extent not so covered, by the law of the State of Arizona, regardless of where Company resides or where a Cardholder uses the Account at any time. Company will submit to the personal jurisdiction of any state or federal court of Arizona. Arbitration Association located in Arizona.

3.9 ARBITRATION. Except as provided herein, each dispute or controversy over this Agreement will be settled by arbitration under the commercial arbitration rules of the American Arbitration Association and United States Arbitration Act, and all applicable statutes of limitation will be set aside. The United States Arbitration Act will apply, notwithstanding Section 18. Notwithstanding the foregoing, the Bank may sue Company in a court to collect any unpaid Account balance or other amounts owed under this Agreement.

3.10 COSTS AND ATTORNEY FEES. If either party incurs expenses related to enforcement of, or takes collection action with respect to this Agreement, the prevailing party is entitled to recover from the other party costs and reasonable attorney fees, including any attorney costs of defending itself.

3.11 TELEPHONE MONITORING. The Bank may listen to and/or record telephone calls between a Bank employee and any person acting on Company's behalf for the purpose of monitoring and improving the quality and effectiveness of the Bank's communication.

3.12 SUCCESSORS AND ASSIGNS. This Agreement and all terms and conditions hereof, are not assignable or transferable by Company without the Bank's prior written consent. All the terms and provisions of this Agreement will relate to the benefit of and be binding upon each party and its successors and permitted assigns.

3.13 NOTICES. Notices to the Bank must be sent to Bank of America, P.O. Box 53100, Phoenix, AZ 85072-5310.

3.14 SEVERABILITY. If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions in this Agreement will remain valid and enforceable.

3.15 LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOST PROFITS OR LOST DATA.

3.16 WARRANTY DISCLAIMER. ALL SERVICES, EQUIPMENT, SOFTWARE AND OTHER PRODUCTS FURNISHED BY BANK OF AMERICA TO COMPANY ARE PROVIDED ON AN "AS IS" BASIS AND BANK OF AMERICA EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY ACKNOWLEDGES AND AGREES THAT IN ADDITION TO THE FOREGOING WARRANTY DISCLAIMER, THE USE OF ALL THIRD-PARTY SOFTWARE PROGRAMS PROVIDED TO COMPANY IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE TERMS OF THE END USER AGREEMENT ACCOMPANYING THE SOFTWARE.

3.17 NO WAIVER. No failure on the part of the Bank to exercise, and no delay in exercising any right under this Agreement, will operate as a waiver of that right.

3.18 AMENDMENT OF THIS AGREEMENT. The Bank may amend this Agreement by changing, adding, or deleting any term, or adding, service or feature of the Account or of the Agreement by giving written notice to Company not less than fifteen (15) days prior to the effective date of the amendment or fifteen (15) days prior to the beginning of the period within which said amendment will become effective, whenever is the earlier date. Any such amendment will apply to the Account's unpaid balance and to the debt on the Account. Unless Company terminates this Agreement prior to the effective date of any amendment, Company is deemed to have agreed to said amendment.

**Bank of America
Commercial Card
Company Statement**

342220060604
Statement Date 06-04-06 Payment Due Date 06-22-06
Credit Limit \$500,000 Days in Billing Cycle 31
Cash Limit \$500,000 Total Payment Due \$506,634.81

T & B Mortgage Enterprises
Jeannie Chang

Company Account Number:
3422

Page 1 of 2

COMPANY MESSAGES

YOUR ACCOUNT IS CURRENTLY OVERLIMIT. PLEASE REMIT THIS OVERLIMIT AMOUNT TO US IMMEDIATELY
OR CALL (877) 321-4862.

COMPANY SUMMARY

T & B MORTGAGE ENTERP 3422	Previous Balance	- Payments	- Credits	+	Cash	+	Purchases/Other Debits/Fees	= Finance Charges	Current Balance
Company Total	\$3,000.81	\$3,081.00	\$0.00		\$504,700.00		\$2,015.00	\$0.00	\$506,634.81

Customer Service
1.888.449.2273, 24 hours
Outside the U.S.
1.602.597.4438, 24 hours
For Lost or Stolen Card:
1.888.449.2273, 24 hours

Finance Charges

	Average Daily PD Balance	Daily Periodic Rate	Annual Percentage Rate	Periodic Finance Charge
Purchases	\$0.00	0.03836%	14.00%	\$0.00
Cash	\$0.00	0.03836%	14.00%	\$0.00
Total Annual Percentage Rate				36.00%

Send Billing Inquiries to:
BANK OF AMERICA
PO BOX 2463
SPOKANE WA 99210-2463

Company Account Summary

Previous Balance	\$3,000.81
Payments	\$3,081.00
Credits	\$0.00
Cash	\$490,000.00
Purchases	\$1,750.00
Other Debits	\$0.00
Overlimit Fee	\$250.00
Late Payment Fee	\$0.00
Cash Fee	\$14,700.00
Other Fees	\$15.00
Finance Charge	\$0.00
Current Balance	\$506,634.81

Commercial Card Payment Coupon

Company Account No.	3422
Payment Due Date	06-22-06
Total Payment Due	\$506,634.81

Please
Enter
Amount
Enclosed
\$

Make check or money order payable to:
BANK OF AMERICA
Mail payment to address below and
include account number on check.

T & B MORTGAGE ENTERPRISES
JEANNIE CHANG
2812 OLD LEE HWY.
SUITE 300
FAIRFAX VA 22031

BANK OF AMERICA
PO BOX 60073
CITY OF INDUSTRY CA 91716-0073

342206634810663481

This is an electronic reproduction of the front side of your statement and does not contain the disclosures that were made on the reverse side of your original statement.



**Bank of America
Commercial Card
Company Statement**

342220060604

Statement Date	06-04-06	Payment Due Date	06-22-06
Credit Limit	\$500,000	Days in Billing Cycle	31
Cash Limit	\$500,000	Total Payment Due	\$506,634.81

T & B Mortgage Enterprises
Jeannie Chang

Company Account Number:
3422

Page 2 of 2

CARDHOLDER SUMMARY

	Credits	Cash	Purchases and Other Debits	Total Activity
JEANNIE CHANG 3430				
Credit Limit \$500,000	\$0.00	\$504,700.00	\$1,750.00	\$506,450.00

COMPANY DETAIL

Post Date	Tran Date	Reference Number	Transactions	Charge	Credit
05-29	05-26	14606005750052631803609	VA Banking Center payment		
06-02	06-02		MONTHLY REPORTING FEE \$15	15.00	
06-02	06-02		OVERLIMIT FEE	250.00	
Total Company Charges and Credits				\$265.00	\$3,081.00

CARDHOLDER ACTIVITY
PURCHASING ACTIVITY

Post Date	Tran Date	Ref. No.	Transactions	MCC	Acct #	Charge	Credit
05-15	05-13	24301	LA MIRAGE BEAUTY SALON 703-6584995 VA	7230	3430	1,750.00	
PURCHASING ACTIVITY						\$1,750.00	

MISCELLANEOUS FEES & ADJUSTMENTS

Post Date	Tran Date	Ref. No.	Transactions	MCC	Acct #	Charge	Credit
05-24	05-23	74492	BANK OF AMERICA VA1680 FAIRFAX VA	6010	3430	99,000.00	
05-24	05-24	74492	***FINANCE CHARGE*** CASH ADVANCE FEE	0061	3430	2,970.00	
05-24	05-23	74492	BANK OF AMERICA VA1680 FAIRFAX VA	6010	3430	99,000.00	
05-24	05-24	74492	***FINANCE CHARGE*** CASH ADVANCE FEE	0061	3430	2,970.00	
05-24	05-23	74492	BANK OF AMERICA VA1680 FAIRFAX VA	6010	3430	94,000.00	
05-24	05-24	74492	***FINANCE CHARGE*** CASH ADVANCE FEE	0061	3430	2,820.00	
05-24	05-23	74492	BANK OF AMERICA VA1680 FAIRFAX VA	6010	3430	99,000.00	
05-24	05-24	74492	***FINANCE CHARGE*** CASH ADVANCE FEE	0061	3430	2,970.00	
05-24	05-23	74492	BANK OF AMERICA VA1680 FAIRFAX VA	6010	3430	99,000.00	
05-24	05-24	74492	***FINANCE CHARGE*** CASH ADVANCE FEE	0061	3430	2,970.00	
MISCELLANEOUS ACTIVITY						\$504,700.00	

PAGE 9/9 • RCV'D AT 4/15/2007 2:57:38 PM [Eastern Daylight Time] • SVR-BALTA01/2 • DMS:3700 • CSID:4012786027 • DURATION (mm-ss): 03-18



A. Settlement Statement

B. Type of loan:

1. FHA	2. FmHA	3. Conv. Units.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
4. VA	5. Conv. Ins.		2008.0R042		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower(s)	E. Name, Address, and Tax Identification Number of Seller(s)	F. Name and Address of Lender
T & B Development Company, LLC	Crisselta Bean	n/a

G. Property Location (Use complete address, including legal description if necessary.)

144.578 acres, more or less,
situate in Sherman District,
of Hampshire County, WV

H. Settlement Agent Name and Address

Carl, Keaton & Frazer, PLLC
56 E. Main St.
Romney, WV 26757

This HUD-1 approved by:

Place of Settlement Settlement Date

Carl, Keaton & Frazer, PLLC 05/23/2008
56 E. Main St., Romney, WV 26757

J. SUMMARY OF BORROWER'S TRANSACTION

100 GROSS AMOUNT DUE FROM BORROWER

101 Contract sales price	550,000.00	301 Contract sales price	550,000.00
102 Personal property		402 Personal property	
103 Settlement charges to borrower (line 1400)	3,611.00	403	
104		404	
105		405	

Adjustments for items paid by seller in advance

106 City/town taxes	1406 City/town taxes
107 County taxes	1407 County taxes
108 Assessments	408 Assessments
109	409
110	410
111	411
112	412

120 GROSS AMOUNT DUE FROM BORROWER

120 GROSS AMOUNT DUE FROM BORROWER	553,611.00	420 GROSS AMOUNT DUE TO SELLER	580,000.00
------------------------------------	------------	--------------------------------	------------

200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER

201 Deposit or earnest money	6,000.00	501 Excess deposit	5,000.00
202 Principal amount of new loan(s)		502 Settlement charges to seller (line 1400)	48,330.00
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first mortgage loan to	
205		505 Payoff of second mortgage loan	
206		506	
207		507	
208		508	
209		509	

Adjustments for items unpaid by seller

210 City/town taxes	510 City/town taxes
211 County taxes from 01/01/06 to 05/23/06	17.18
212 Assessments	511 County taxes from 01/01/06 to 05/23/06
213	512 Assessments

220 TOTAL PAID BY/FOR BORROWER

220 TOTAL PAID BY/FOR BORROWER	5,017.18	520 TOTAL REDUCTION IN AMOUNT DUE SELLER	33,347.16
--------------------------------	----------	--	-----------

300 CASH AT SETTLEMENT FROM/BORROWER

301 Gross amount due from borrower (line 120)	553,611.00	601 Gross amount due to seller (line 420)	550,000.00
302 Less amount paid by/borrows (line 220)	5,017.18	602 Less reduction amount due seller (line 520)	53,347.16

303 CASH TO OR FROM BORROWER

303 CASH TO OR FROM BORROWER	548,593.84	603 CASH TO SELLER	496,652.84
------------------------------	------------	--------------------	------------

The undersigned hereby acknowledge(s) receipt of a completed copy of pages 1 and 2 of this statement and any attachments referred to herein.

Borrower:

T & B Development Company, LLC

Seller:

Crisselta Bean

Borrower:

BUYER ADDRESS AFTER CLOSING

SELLER ADDRESS AFTER CLOSING

Page 3 of 2



04/05/07 14:01 BANK OF AMERICA MORTGAGE U.S.A.
03/27/07 1221153 7033221153 T&B MORTGAGE

03/27/2007 08:42 FAX 1221153

SETTLEMENT STATEMENT

006

SETTLEMENT CHARGES

			PAID FROM	PAID FROM
			Borrower's FUNDS	Seller's FUNDS
700	Total sales broker's commission based on price of:	\$50,000.00 @ 5% = 49,500.00		
	Division of commission (line 700) as follows:			
701	11,750.00 to United Country Homeplace Properties		AT	AT
702	34,750.00 to Keller Williams Rice Realty		SETTLEMENT	SETTLEMENT
703	Commission paid at settlement to United Country Homeplace Properties			24,750.00
704	Commission paid at settlement to Keller Williams Rice Realty			24,750.00
705	Less deposit held by Keller Williams Rice Realty			(5,000.00)

ITEMS PAYABLE IN CONNECTION WITH LOAN

801

802

803

804

805

806

807

808

809

810

811

812

813

ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE

901	Interest from	PPs	per day	# days:
902	Mortgage insurance premium for	PPs	per payment period (PP)	
903	Hazard insurance premium			
904	Credit insurance premium	PPs	per payment period (PP)	
905				

RESERVES DEPOSITED WITH LENDER

1001	Hazard insurance	PPs	@	per payment period (PP)
1002	Mortgage Insurance			
1003	City property taxes			
1004	County property taxes	PPs	@	per payment period (PP)
1005				
1006				
1007				
1008	Aggregate escrow adjustment			

TITLE CHARGES

1101	Settlement or closing fee to	Carl, Keaton & Frazer, PLLC	100.00	100.00
1102	Abstract or title search to			
1103	Title examination	Carl, Keaton & Frazer, PLLC	1,500.00	
1104	Title insurance binder	Carl, Keaton & Frazer, PLLC	50.00	
1105	Document preparation	Carl, Keaton & Frazer, PLLC		100.00
1106	Notary fees			
1107	Attorney's fees			
1108	Title insurance	Reliable Title Insurance Co.	1,950.00	
1109	Lender's coverage	\$0.00		
1110	Owner's coverage	\$350,000.00		
1111	Title updates			
1112				

GOVERNMENT RECORDING AND TRANSFER CHARGES

1201	Recording fees:	Dated: 11/01	Mortgage:	Release(s):	11.00
1202	County tax stamps:				3,630.00
1203	County taxes for:				
1204					
1205					

ADDITIONAL SETTLEMENT CHARGES

1301 Survey to

1302 Pest inspection to

1303 Courier fee

1304

1305

1400	TOTAL SETTLEMENT CHARGES (Enter on line 103, Section J and Line 502, Section K)	3,611.00	48,330.00
------	---	----------	-----------

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

The Initial Escrow Account Disclosure Statement, required by Section 10(c)(1) of the Real Estate Settlement Procedures Act (RESPA) whenever an escrow account is established for a federally related mortgage loan, is attached.

Page 2 of 2

T & T DEVELOPMENT FROM BEAM 123

Rec'd: 6-4-06
Carl Kraton & Frazee
Attorneys at Law

BOOK 455 PAGE 38B

68712

CRISELTA BEAN

THIS DEED, Made this 23rd day of
May, 2006, by and between Criselta
Bean, grantor, party of the first
part, and T & B Development, LLC,
a Virginia Limited
Liability Company,
grantee, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars
(\$ 10.00), cash in hand paid, receipt whereof being hereby acknowledged,
and other good and valuable consideration deemed valid at law, the said
party of the first part does, by these presents, grant and convey unto
the said party of the second part with covenants of General Warranty of
title, together with all rights, rights of way, privileges and
appurtenances thereunto belonging, all that certain tract or parcel of
land, originally containing 150 acres, more or less, together with all
the buildings and improvements thereon and all rights, rights of way,
easements, and waters thereunto appertaining, lying and being on Stony
Mountain in Sherman District, Hampshire County, West Virginia, and which
said real estate is more particularly described by metes and bounds
according to a survey thereof made by H. J. Compton, Surveyor of
Hampshire County, on the 1st day of June, 1921, and a plat thereof which
is duly recorded in the Office of the Clerk of the County Commission of
Hampshire County, West Virginia, in Deed Book No. 87, at Page 140, as
follows:

"Beginning at a planted stone on the East side of Grassy Lick
Road, thence with the several meanders of said road S. 37 W.
Road, thence with the several meanders of said road S. 37 W. 12
13 poles S. 68 1/4 W. 18 poles, S. 39 W. 16 poles S. 8 W. 12
13 poles S. 37 W. 7 1/2 poles, S. 20 W. 15 1/2 poles, S. 37 W. 13 1/2
poles S. 46 3/4 W. 9 1/2 poles, S. 44 W. 11 1/2 poles to a stone
pile, S. 46 3/4 W. 9 1/2 poles, S. 44 W. 11 1/2 poles to a stone
by a large post on the East side of said road, corner to Roy
Haines and Jesse K. Shanholz, thence with Haines' line S. 76
E. 98 poles to a stone, thence N. 40 E. 38 1/2 poles to a stone
pile near a marked white oak, thence S. 69 3/4 E. 60 poles to
a stone, thence S. 41 E. 78 poles to 4 chestnut oaks on top
of Stony Mountain, thence N. 65 E. 23 1/2 poles to a stone pile
by 2 chestnut oaks, thence N. 24 E. 98 poles to a stone corner
to Alberta R. Bowman, thence with her line N. 83 1/2 W. 248 poles
to the beginning, containing 150 acres, more or less."

LESS, HOWEVER, that certain outconveyance of 5 1/2 acres, more or
less, situate in Sherman District, Hampshire County West Virginia, which
was conveyed by Lawrence W. Bean and Criselta Bean, his wife, unto Eddy
L. Bean, by deed dated November 5, 1984, and which said deed is of record

CARL KRATON
& FRAZEE, PLLC
ATTORNEYS AT LAW
60 E. MAIN STREET
BONNEY, WV 26717



BOOK 455 PAGE 389

2

in the Office of the Clerk of the County Commission of Hampshire County,
West Virginia, in Deed Book No. 273, at page 584. Said Deed is by
reference made a part hereof for a more particular description of said
conveyance and for all pertinent and proper reasons.

THUS LEAVING for purposes of this conveyance 144.759 acres, more or
less, according to the 2005 Hampshire County Land Books, and this
conveyance is made in gross and not by the acre.

And being the same real estate which was conveyed unto Lawrence W.
Bean and Criselta Bean, his wife, by Deed of Rose E. Bowman and R. F.
Bowman, her husband, dated December 22, 1947, and which deed is of record
in the Office of the Clerk of the County Commission of Hampshire County,
West Virginia, in Deed Book No. 113, at page 387. The said Lawrence W.
Bean died intestate on April 4, 1997, leaving as his sole heir at law his
wife, Criselta Bean, the grantor herein. The estate records for Lawrence
W. Bean indicate that he was survived by his six children. However,
these were the only children Lawrence W. Bean had, and they were all born
to he and his wife, Criselta Bean, and she had no other children; thus
Criselta Bean, as his surviving spouse, and neither of them having
children from any other parties, is the sole heir at law of Lawrence W.
Bean.

There is conveyed with said real estate that certain 15 foot wide
right of way which was reserved unto Lawrence W. Bean and Criselta Bean
in that certain deed dated November 5, 1984, and of record in the Office
of the Clerk of the County Commission of Hampshire County, West Virginia,
in Deed Book No. 273, at page 584.

The real estate conveyed herein is taken subject to those certain
Court Orders, dated July 27, 1999, and July 21, 2005, and of record in
the Office of the Clerk of the County Commission of Hampshire County,
West Virginia, in Deed Book No. 394, at page 362, and in Deed Book No.
445, at page 789, and same are incorporated herein for all pertinent and
proper reasons, including for a more particular description of the rights
of way set forth therein.

Although the real estate taxes may be prorated between the parties
as of the day of closing for the current tax year, the grantee agrees to

BOOK 455 PAGE 390

37

assume and be solely responsible for the real estate taxes beginning with the calendar year 2006, although same may still be assessed in the name of the grantee.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantee, together with all rights, ways, buildings, houses, improvements, easements, timbers, waters, minerals and mineral rights, and all other appurtenances thereunto belonging, in fee simple forever.

I hereby certify, under penalties as prescribed by law that the actual consideration paid for the real estate, conveyed by the foregoing and attached deed is \$ 550,000.00.

WITNESS the following signature and seal:

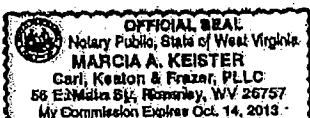
Crisetta B. Baan (SEAL)
Crisetta Baan

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Marcia A. Keister, a Notary Public, in and for the county and state aforesaid, do hereby certify that Griselda Bean, whose name is signed and affixed to the foregoing deed dated the 23rd day of May, 2006, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 23rd day of May, 2006.



This instrument was prepared by William C. Keaton, Attorney at Law,
Romney, West Virginia.
Njdeeds/T & B Development Co from Bean. 144.759 acres
Mak/5-18-06

MR. KEATON
FRAZER, PLLC
ATTORNEYS AT LAW
1 E. MAIN STREET
MURKIN, WV 26757

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 5124106 133pm

The foregoing instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Sharon H. Link Clerk.

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY **FILED**

FIA CARD SERVICES, N.A.,
Plaintiff,

v.

T&B MORTGAGE CORPORATION,
Serve: Registered Agent
Jin K. Chang
12015 Lee Jackson Highway, #540
Fairfax, Virginia 22033

and

T&B DEVELOPMENT COMPANY, LLC
Serve: Registered Agent
Business Filings Incorporated
4701 Cox Road, Suite 301
Glen Allen, Virginia 23060-6802

Defendants.

*
*
*
*
*

* Civil No. 2007 10 975

*
*
*
*
*
*
*
*
*
*

JOHN T. FREY
Clerk of the Circuit Court
of Fairfax County, VA

MEMORANDUM OF LIS PENDENS

1. Title of the Cause: FIA Card Services, N.A. v. T&B Mortgage Corporation and T&B Development Company, LLC.
2. The General Object Thereof: To avoid as fraudulent and voluntary conveyances pursuant to Va. Code §§ 55-80, 81, and 82, the Deed dated on or about May 23, 2006, to T&B Development, LLC, and recorded in Deed Book 455, page 388, of the land records of Hampshire County, West Virginia.
3. The Court Wherein Pending: Circuit Court of Fairfax County, Virginia.
4. The Amount of The Claim Asserted: \$490,000, plus interest, legal fees and costs.

5. A Description of the Property:

Beginning at a planted stone on the East side of Grassy Lick Road, thence with the several meanders of said road S. 37 W. 15 poles S. 58 ½ W. 18 poles, S. 39 W. 16 poles S. 8 W. 12 poles S. 37 W. 7.5 poles, S. 20 W. 15.6 poles, S. 37 ½ W. 13.2 poles, S. 46 ¾ W. 9.2 poles, S. 4 ½ W. 11.4 poles to a stone by a large post on the East side of said road, corner to Roy Haines and Jesse H. Shanholtz; thence with Haines' line S. 76 E. 98 poles to a stone; thence N. 40 1/4 E. 38.7 poles to a stone pile near a marked white oak, thence S. 69 ¾ E. 80 poles to a stone; thence S. 41 E. 78 poles to 4 chestnut oaks on top of Stony Mountain, thence N. 65 E. 23 ½ poles to a stone pile by 2 chestnut oaks, thence N. 24 E. 98 poles to a stone corner to Alberta R. Bowman, thence with her line N. 83 ½ W. 248 poles to the beginning, containing 150 acres, more or less."

LESS, HOWEVER, that certain outconveyance of 5.241 acres, more or less, situate in Sherman District, Hampshire County West Virginia, which was conveyed by Lawrence W. Bean and Criselta Bean, his wife, unto Eddy L. Bean, by deed dated November 5, 1984, and which said deed is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 273, at page 584. Said Deed is by reference made a part hereof for a more particular description of said outconveyance and for all pertinent and proper reasons.

THUS LEAVING for purposes of this conveyance 144.759 acres, more or less, according to the 2005 Hampshire County Land Books, and this conveyance is made in gross and not by the acre.

6. The Names of the Persons Whose Estates Are Intended to be Affected

Thereby:

T&B DEVELOPMENT COMPANY, LLC.

Respectfully submitted,

FIA Card Services, N.A.
Plaintiff, by counsel

MILES & STOCKBRIDGE P.C.
1751 Pinnacle Drive, Suite 500
McLean, VA 22102
Tel: (703) 610-8664
Fax: (703) 610-8686
bkenney@milesstockbridge.com

By: Brian F. Kenney
Brian F. Kenney (VSB #23199)
Counsel for FIA Card Services, N.A.

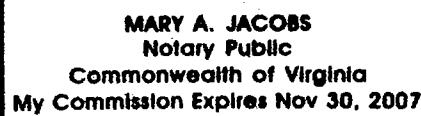
Commonwealth of Virginia
County of Fairfax:

The foregoing Memorandum of Lis Pendens was acknowledged before me this 10th day of September, 2007, by Brian F. Kenney, attorney for and authorized agent of FIA Card Services, N.A., in the foregoing jurisdiction.

Mary A. Jacobs
Notary Public

My Commission Expires: 11-30-07

Notary Public No.: 105826



VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

FIA CARD SERVICES, N.A.,

Plaintiff,

*

*

*

*

*

v.

T&B MORTGAGE CORPORATION,

*

*

Serve: Registered Agent

*

Jin K. Chang

*

12015 Lee Jackson Highway, #540

*

Fairfax, Virginia 22033

*

*

and

*

*

T&B DEVELOPMENT COMPANY, LLC

*

Serve: Registered Agent

*

Business Filings Incorporated

*

4701 Cox Road, Suite 301

*

Glen Allen, Virginia 23060-6802

*

*

Defendants.

*

*

MEMORANDUM OF LIS PENDENS

1. Title of the Cause: FIA Card Services, N.A. v. T&B Mortgage

Corporation and T&B Development Company, LLC.

2. The General Object Thereof: To avoid as fraudulent and voluntary

conveyances pursuant to Va. Code §§ 55-80, 81, and 82, the Deed dated on or about May 23, 2006, to T&B Development, LLC, and recorded in Deed Book 455, page 388, of the land records of Hampshire County, West Virginia.

3. The Court Wherein Pending: Circuit Court of Fairfax County, Virginia.

4. The Amount of The Claim Asserted: \$490,000, plus interest, legal fees

and costs.

5. A Description of the Property:

Beginning at a planted stone on the East side of Grassy Lick Road, thence with the several meanders of said road S. 37 W. 15 poles S. 58 ½ W. 18 poles, S. 39 W. 16 poles S. 8 W. 12 poles S. 37 W. 7.5 poles, S. 20 W. 15.6 poles, S. 37 ½ W. 13.2 poles, S. 46 ¾ W. 9.2 poles, S. 4 ½ W. 11.4 poles to a stone by a large post on the East side of said road, corner to Roy Haines and Jesse H. Shanholtz; thence with Haines' line S. 76 E. 98 poles to a stone; thence N. 40 1/4 E. 38.7 poles to a stone pile near a marked white oak, thence S. 69 ¾ E. 80 poles to a stone; thence S. 41 E. 78 poles to 4 chestnut oaks on top of Stony Mountain, thence N. 65 E. 23 ½ poles to a stone pile by 2 chestnut oaks, thence N. 24 E. 98 poles to a stone corner to Alberta R. Bowman, thence with her line N. 83 ½ W. 248 poles to the beginning, containing 150 acres, more or less."

LESS, HOWEVER, that certain outconveyance of 5.241 acres, more or less, situate in Sherman District, Hampshire County West Virginia, which was conveyed by Lawrence W. Bean and Criselta Bean, his wife, unto Eddy L. Bean, by deed dated November 5, 1984, and which said deed is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 273, at page 584. Said Deed is by reference made a part hereof for a more particular description of said outconveyance and for all pertinent and proper reasons.

THUS LEAVING for purposes of this conveyance 144.759 acres, more or less, according to the 2005 Hampshire County Land Books, and this conveyance is made in gross and not by the acre.

6. The Names of the Persons Whose Estates Are Intended to be Affected

Thereby:

T&B DEVELOPMENT COMPANY, LLC.

Respectfully submitted,

FIA Card Services, N.A.
Plaintiff, by counsel

BOOK 2 PAGE 106

MILES & STOCKBRIDGE P.C.

1751 Pinnacle Drive, Suite 500

McLean, VA 22102

Tel: (703) 610-8664

Fax: (703) 610-8686

bkenney@milesstockbridge.com

By:

Brian F. K.

Brian F. Kenney (VSB #23199)

Counsel for FIA Card Services, N.A.

Commonwealth of Virginia

County of Fairfax:

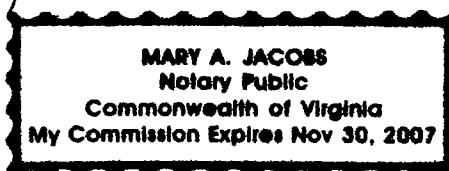
The foregoing Memorandum of Lis Pendens was acknowledged before me this 12th day of September, 2007, by Brian F. Kenney, attorney for and authorized agent of FIA Card Services, N.A., in the foregoing jurisdiction.

Mary A. Jacobs

Notary Public

My Commission Expires: 11-30-07

Notary Public No.: 105826



SHARON H LINK
HAMPshire County 11:57:57 AM
Instrument No 100058
Date Recorded 09/13/2007
Document Type LIS
Book-Page 2-104
Rec/Preserve \$5.00 \$1.00

Client Documents:4814-2023-7057v1|000001-#BRCH7|8/27/2007

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office

9/13/07 11:57AM

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste Sharon H. Link Clerk.

CASCO & HARRIS, INC., SPENCER, WV Re-Order No. 19902-06 12/06 CTP

PS

FAIRFAX COUNTY CIRCUIT COURT
COMPUTER SECTION

FIA Card Services NA vs. T & B Mortgage Corporation

07 SEP 19 PM 3:27

CL-2007-0010975

TO: T & B Mortgage Corporation
Serve: Jin K Chang R/A
12015 Lee Jackson Highway #540
Fairfax VA 22033

JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

Complaint

SHERIFFS USE ONLY:

Personal Service

Being unable to make personal service, a copy was delivered in the following manner:

Delivered to person found in charge of usual place of business or employment during business hours and giving information of its purport.

Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.

Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found)

#540
No suite
no matching name
on directory

Served on Secretary of the Commonwealth

Served on the Clerk of the State Corporation Commission pursuant to Virginia Code §8.01-513

Served on registered agent of the corporation. List name and title:

Served on the Commissioner of the Department of Motor Vehicles

Not found

SEP 1 2007 12:40 P.M.
Date

by _____

Serving Deputy Sheriff

Stan G. Barry, Sheriff
Fairfax, Virginia

, Sheriff

City or County of Locality

FAIRFAX COUNTY CIRCUIT COURT

FIA Card Services NA vs. T & B Mortgage Corporation, et al.

CL-2007-0010975

TO: T & Development Company LLC
Serve Business Filings Incorporated
4701 Fox Road Suite 301
Glen Allen VA 23060-6802

1204705

Complaint

SHERIFFS USE ONLY:

Personal Service

Being unable to make personal service, a copy was delivered in the following manner:

Delivered to person found in charge of usual place of business or employment during business hours and giving information of its purport.

Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.

Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found)

Served on Secretary of the Commonwealth

Served on the Clerk of the State Corporation Commission pursuant to Virginia Code §8.01-513

Served on registered agent of the corporation. List name and title:

Served on the Commissioner of the Department of Motor Vehicles

Not found

, Sheriff

Date

by _____

Serving Deputy Sheriff

City or County of Locality

Over →

COMPUTER SECTION
FILED SECTION
2007 SEP 27 PM 1:45

NAME AND ADDRESS
AS FRONT

NAME.....	
PERSONAL SERVICE	
<input type="checkbox"/> Being unable to make personal service, a copy was delivered in the following manner:	
<input type="checkbox"/> Delivered to person found at or about place of usual place of business or employment during business hours and giving information to be purposed.	
<input type="checkbox"/> Delivered to family member (i.e., temporary lodger or guest) age 16 or older at place of abode of party named above giving information of its purport. List name, age of recipient and relation of recipient to party named above.	
<input type="checkbox"/> Posted on the common door of usual place of abode, address listed above. (Other authorized recipient not found.)	
<input type="checkbox"/> Copy mailed to judgment debtor on date below after serving garnishee unless a different date is shown below.	
<input checked="" type="checkbox"/> Evicted <input type="checkbox"/> Not Evicted	
<input checked="" type="checkbox"/> Served on registered agent	
<input type="checkbox"/> Not found	
NO EFFECTS FOUND	
DATE	DEPUTY SHERIFF
G-210	<i>Wade</i> <i>Emmett</i> <i>Fitcham</i>
FOR: Sheriff Michael L. Wade Henrico County, Virginia	



REGISTERED AGENT SERVICES

Resignation Notice

BizFilings has resigned with the state as registered agent for this company.

Company Name: T & B Development Company, LLC
Effective Date: August 7, 2007

We are returning the enclosed documents to you.

BizFilings
Registered Agent Department

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

FIA CARD SERVICES, N.A.)
)
Plaintiff,)
)
v.)
	Civil No. 2007-10975
T&B MORTGAGE CORPORATION,)
and T&B DEVELOPMENT)
COMPANY, LLC,)
)
Defendants.)
)

AFFIDAVIT

I, Brian F. Kenney, Esquire, of Miles & Stockbridge P.C., counsel for FIA Card Services, N.A., as successor in interest to Bank of America, N.A. (USA), declares as follows:

1. On or about September 10, 2007, I caused to be filed with the above-named Court, a Complaint against Defendants T&B Mortgage Corporation and T&B Development Company, LLC.
2. On or about September 21, 2007, service of a copy of the Summons and Complaint was attempted on the Agent for Service of Process for T&B Development Company, LLC. Attached hereby marked as Exhibit 1 is a true and correct copy of the Return of Service.
3. On or about October 12, 2007, a search of the Virginia State Corporation Commission records revealed that the status of the Registered Agent for T&B Development Company, LLC, had been resigned on or about August 7, 2007. Further

search of the Virginia State Corporation Commission records revealed that there is no current Registered Agent for T&B Development Company, LLC. Attached hereto marked as Exhibit 2 are true and correct copies of the Resignation Notice and records search of the Virginia State Corporation Commission.

4. As there is no Agent registered with the Commonwealth of Virginia to accept service of the Summons and Complaint, pursuant to Virginia Code sections 8.01-329, the Clerk of the Secretary of the Commonwealth may be served with legal service as statutory agent of said defendant.

Respectfully submitted,
FIA Card Services, N.A.
As successor in interest to
Bank of America, N.A. (USA)

Miles & Stockbridge P.C.
1751 Pinnacle Drive, Suite 500
McLean, VA 220102
703-610-8664
703-610-8686 (facsimile)
bkenney@milesstockbridge.com

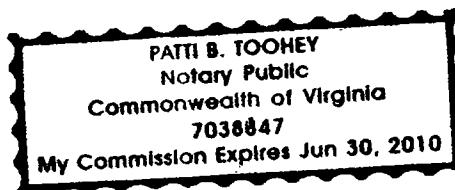
By: Brian F. Kenney
Brian F. Kenney (VSB #23199)
Counsel for FIA Card Services, N.A.
As successor in interest to
Bank of America, N.A. (USA)

Commonwealth of Virginia
County of Fairfax; to wit:

(3) The foregoing Affidavit was subscribed and sworn under penalty of perjury by Brian F. Kenney, counsel for FIA Card Services, N.A., in the aforesaid jurisdiction, this 9th day of November 2007.

Patti B. Toohey
Notary Public

My Commission Expires June 30, 2010



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ELIZABETH JEFFRIES, DIRECTOR
OFC. SECRETARY OF THE
COMMONWEALTH
SERVICE OF PROCESS DEPARTMENT
PO BOX 2452
RICHMOND, VA 23218-2452

2. Article Number

(Transfer from service label)

7005 0390 0003 0165 6924

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by _____ Printed Name _____

C. Date of Delivery NOV 14 2007

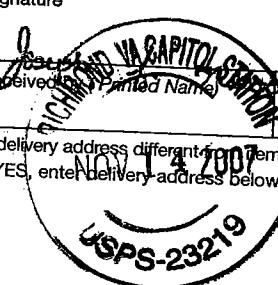
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes



FAIRFAX COUNTY CIRCUIT COURT

FIA Card Services NA vs. T & B Mortgage Corporation, et al.

CL-2007-0010975

TO: T & Development Company LLC
Serve Business Filings Incorporated
4701 Box Road Suite 301
Glen Allen VA 23060-6802

1204705

Complaint

SHERIFFS USE ONLY:

COMPUTER SECTION
FILED SECTION

2007 SEP 27 PM 1:45

JOHN H. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

Personal Service

Being unable to make personal service, a copy was delivered in the following manner:

Delivered to person found in charge of usual place of business or employment during business hours and giving information of its purport.

Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.

Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found)

Served on Secretary of the Commonwealth

Served on the Clerk of the State Corporation Commission pursuant to Virginia Code §8.01-513

Served on registered agent of the corporation. List name and title:

Served on the Commissioner of the Department of Motor Vehicles

Not found

, Sheriff

by _____

Serving Deputy Sheriff

Date _____

City or County of Locality _____

Over →

NAME AND ADDRESS AS FRONT

NAME.....	
PERSONAL SERVICE	
<input type="checkbox"/> Being unable to make personal service, a copy was delivered in the following manner:	
<input type="checkbox"/> Delivered to person found in or near common place of business or employment during business hours and giving information to no purpose.	
<input type="checkbox"/> Delivered to family member (by , temporary abjourner or guest) age 16 or older at usual place of abode of party named above giving information of its purport. List name, age of recipient and relation of recipient to party named above.	
<input type="checkbox"/> Posted on the common door of usual place of abode, address listed above. (Other authorized recipient not found.)	
<input type="checkbox"/> Copy mailed to judgment debtor on date below after serving the garnishee unless a different date is shown below.	
<input type="checkbox"/> Evicted <input type="checkbox"/> Not Evicted	
<input checked="" type="checkbox"/> Served on registered agent	
<input type="checkbox"/> Not found	
NO EFFECTS FOUND	
DATE	DEPUTY SHERIFF
G-21-a	<i>Michael L. Wade</i> <i>AD</i>
FOP: Sheriff Michael L. Wade Henrico County, Virginia	



REGISTERED AGENT SERVICES

Resignation Notice

BizFilings has resigned with the state as registered agent for this company.

Company Name: T & B Development Company, LLC
Effective Date: August 7, 2007

We are returning the enclosed documents to you.

BizFilings
Registered Agent Department